

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Invitation to BidSolicitation Number: **JG6023**Due Date: **11/23/05 at 2:00 P.M.**

Date Sent: November 8, 2005

Agency ContractGoods and services to be purchased: **NETBOTZ MONITORING EQUIPMENT AND MAINTENANCE FOR ADMINISTRATIVE SERVICES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES**

Invitation to Bid

Solicitation Number: JG6023

Due Date: 11/23/05

Vendor Name:

DESCRIPTION
NETBOTZ MONITORING EQUIPMENT AND MAINTENANCE PER ATTACHED SPECIFICATIONS.
Changes or Modifications to Procurement: Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.
QUESTIONS ON SPECIFICATIONS CALL DAN GALLEGOS AT (801) 538-3336. QUESTIONS ON PURCHASING PROCESS(NOT RELATED TO SPECIFICATIONS) CALL JARED GARDNER AT (801) 538-3342. RX#: 100 69000000028 COMMODITY CODE(S): 20424

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted under "Vendor Info" at www.purchasing.utah.gov. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - ITB Instructions)

Invitation to Bid
Netbotz Monitoring Equipment and Maintenance
JG6023

PURPOSE OF BID PROCESS

The Department of Technology Services (DTS), utilizing this invitation to bid process, seeks to enter into a contract to provide maintenance service, system upgrades and equipment additions for DTS' Netbotz appliance and peripheral products. Currently the Department of Work Forces Services (DWS) has purchased and installed a "PilotPak 500 Standard" package and it is DTS' and DWS' intention to share this product, to take advantage of the features, applications and functions provided through the software and hardware enhancements and updates that are an integral part of the NetBotz solution.

Acquisitions of "new" systems would be for DTS for redundancy, capacity or as part of a standard next step upgrade under the contract resulting from this BID. In fact, DTS' intention is to use the existing Netbotz product as an enterprise solution during the contract period. Therefore, the state cannot (will not) commit to any level (minimum threshold) of business under the terms of the contract resulting from this BID.

The state's goal is to acquire a contract with a vendor that is capable of providing maintenance, support, and products so that the State of Utah – DTS can provide an enterprise solution for years to come. Only bids submitted by an authorized Netbotz dealers "in good standing" with Netbotz will be accepted by the state. It is anticipated that this bid will result in a contract award to "a single contractor".

- Vendor must provide a letter from Netbotz indicating that they are an authorized reseller of products and services.

Currently the Netbotz PilotPak 500 has an existing warranty/license with Proactive Network Management Corp. When the license expires, DTS would like the option to negotiate with the successfully vendor a coterminous renewal contract. The successful bidder may be awarded a contract with DTS. The successful bidder must agree to provide Netbotz services, support and products to DTS for the current Netbotz system under the same terms and conditions as outlined in this BID.

This document is designed to provide interested bidders with sufficient information to submit pricing to meet minimum requirements.

DETAILED SCOPE OF WORK

The successful bidder will provide costs for maintenance service, system upgrades and equipment additions for the state's existing Netbotz system.

ISSUING OFFICE AND BID REFERENCE NUMBER JG6023

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Technology Services (DTS), the reference number for this BID is Solicitation # JG6023. This number must be referred to on all bids, correspondence, and documentation relating to the BID.

SUBMITTING YOUR BID

One original and two copies must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to Wednesday, November 23, 2005 at 2:00 p.m. Bids received after the deadline will be late and ineligible for consideration.

LENGTH (TERM) OF CONTRACT

This will be a 1 year contract. At the end of each year, DTS will have the option to renew the contract for additional one year terms. The maximum term of this contract will be 4 years.

PRICE GUARANTEE PERIOD

- Vendor must maintain the same percentage (%) of discount from the manufactures list prices for the entire four-year term of the contract.
- Price changes, may be requested by the once a year.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this bid will include the state's Standard Terms and Conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

Bidders who have concerns with the state's Terms and Conditions must delineate such concerns in their BID response.

Please provide a bid proposal for the following Netbotz products.

- Listed below is *List Prices from NetBotz July 1 2005.*
- *Bid responder must provide the percentage (%) that they will offer discounts from the current list price. The prices below are current as of 10/28/2005.*

Quantity	Description	Part #	Netbotx List Price	% Discount of List Price	Bid Price
PilotPaks					
	PilotPak 500 Standard	NBBN0510	\$ 14,999.00		
	PilotPak 500 Enterprise	NBBN0515	\$ 29,999.00		
Monitoring Appliances & External Integration Products (EIPs)					
	NetBotz 500 (incl 1 Camera Pod & 1 Sensor Pod)	NBWL0500	\$ 2,999.00		
	NetBotz 500 Base Station (NO Sensor Pod or Camera Pod)	NBWL0500N	\$ 2,449.00		
	NetBotz 420 wall model	NBWL0420	\$ 1,999.00		
	NetBotz 420 rack model	NBRK0420	\$ 1,999.00		
	NetBotz 420E camera-less rack model	NBRK0420E	\$ 1,499.00		
	NetBotz 320 wall model	NBWL0320	\$ 1,299.00		
	NetBotz 320 rack model	NBRK0320	\$ 1,299.00		
	NetBotz 320E camera-less rack model	NBRK0320E	\$ 899.00		
	Camera Pod 120	NBPD0121	\$ 499.00		
	Sensor Pod 120	NBPD0122	\$ 249.00		
	EIP Dry Contact Cable	NBDC0001	\$ 20.00		
	WallBotz 500 Extended Storage System	NBAS0201	\$ 499.00		
Add-On Software					
	Camera Enhancements for 310	NBAS0101	\$ 159.00		
	Camera Motion Sensor for 310	NBAS0102	\$ 149.00		
	Branch Checker	NBBC0100	\$ 199.00		
External Sensors & Add-On Hardware					
	TS100 External Temp Sensor (with 15 ft. cable)	NBTSO100	\$ 99.00		
	HS100 External Humidity Sensor (with 15 ft cable)	NBHS0100	\$ 99.00		
	FD100 External Fluid Detector (with 15 ft.cable)	NBFD0100B	\$ 99.00		
	Additional Door Switch Sensor (external sensor port)	NBAC0109	\$ 35.00		
	Extension Cable for External Sensors 15ft, LSZH	NBAC0119L	\$ 20.00		
	Extension Cable for External Sensors 25ft, LSZH	NBAC0120L	\$ 30.00		

	Extension Cable for External Sensors 50 ft, LSZH	NBAC0106L	\$ 50.00		
	Extension Cable for External Sensors 100ft	NBAC0107	\$ 60.00		
	Extension Cable for External Sensor, Plenum-rated – 15ft	NBAC0119P	\$ 25.00		
	Extension Cable for External Sensor, Plenum-rated – 25ft	NBAC0120P	\$ 45.00		
	Extension Cable for External Sensor, Plenum-rated – 50ft	NBAC0106P	\$ 60.00		
	Extension Cable for External Sensor, Plenum-rated – 100ft	NBAC0107P	\$ 100.00		
	USB Extension (Repeater) Cable, 5m, LSZH	NBAC0209L	\$ 45.00		
	USB Cable, 5m, LSZH	NBAC0211L	\$ 25.00		
	USB Extension (Repeater) Cable, 5m, Plenum-rated	NBAC0209P	\$ 70.00		
	USB Cable, 5m, Plenum-rated	NBAC0211P	\$ 35.00		
	Pod Mounting Kit	NBAC0221	\$ 49.00		
	Mounting Bracket for Camera Pod 120	NBAC0205	\$ 50.00		
	Mounting Bracket for Sensor Pod 120	NBAC0206	\$ 10.00		
	CAT5 Pod Extender Model 410i (4-port)	NBAC0208	\$ 339.00		
	Fiber 500-Meter Pod Extender	NBAC0212	\$ 799.00		
	USB 4-port Hub, Self-power and bus-power modes	NBAC0210	\$ 39.00		
	Lens, wide-angle, 4.8mm, fixed objective	NBAC0218	\$ 139.00		
NetBotz Central Server / Software					
	NetBotz Central 2.0 Standard (120 GB, 15 nodes)	NBCN2000	\$ 9,999.00		
	NetBotz Central 2.0 Enterprise (1 TB RAID, Redundant Power Supplies, 15 nodes)	NBCN2005	\$ 21,999.00		
	NetBotz Central 2.0 Standard with Remote Database Support (for Microsoft SQL Server, MySQL)	NBCN2004	\$ 15,999.00		
	NetBotz Surveillance Base (HW,SW,15 nodes)	NBSV1000	\$ 4,199.00		

	NetBotz Central 5 Node Pak	NBCN1005	\$ 899.00		
	NetBotz Central 10 Node Pak	NBCN1010	\$ 1,599.00		
	NetBotz Central 25 Node Pak	NBCN1025	\$ 3,699.00		
	NetBotz Surveillance 5 Node License Add On	NBSV1005	\$ 999.00		
	NetBotz Surveillance 10 Node License Add On	NBSV1010	\$ 1,699.00		
	NetBotz Surveillance 25 Node License Add On	NBSV1025	\$ 3,899.00		
NMS Integration Packages					
	Integration Pkg/HP OpenView	NBIP0020HP	\$ 1,499.00		
	Integration Pkg/What Up Gold	NBIP0030WU	\$ 199.00		
HARDWARE & SOFTWARE SUBTOTAL					
Support - Maintenance					
	First Year Bridge Software Warranty				
	First-Year Bridge Software Warranty - 3xx/4xx models - Single-Appliance Pak	NBSP0131	\$ 120.00		
	First-Year Bridge Software Warranty - 3xx/4xx models - Five-Appliance Pak	NBSP0132	\$ 550.00		
	First-Year Bridge Software Warranty - 500 models - Single-Appliance Pak	NBSP0231	\$ 165.00		
	First-Year Bridge Software Warranty - 500 models - Five-Appliance Pak	NBSP0232	\$ 775.00		
	First-Year Bridge Software Warranty - NetBotz Central Standard	NBSP0351	\$ 1,000.00		
	First-Year Bridge Software Warranty - NetBotz Central Enterprise <u>OR</u> NBC Std w/Remote Database	NBSP0352	\$ 1,800.00		
	Full-Year Extended Warranty Renewal				
	Full-Year Extended Warranty Renewal- 3xx/4xx models - Single-Appliance Pak	NBSP0141	\$ 240.00		

	Full-Year Extended Warranty Renewal- 3xx/4xx models - Five-Appliance Pak	NBSP0142	\$ 1,100.00		
	Full-Year Extended Warranty Renewal- 500 models - Single- Appliance Pak	NBSP0241	\$ 330.00		
	Full-Year Extended Warranty Renewal- 500 models - Five-Appliance Pak	NBSP0242	\$ 1,550.00		
	Full-Year Extended Warranty Renewal- NetBotz Central Standard	NBSP0361	\$ 1,500.00		
	Full-Year Extended Warranty Renewal- NetBotz Central Enterprise <u>OR</u> NBC Std w/Remote Database	NBSP0362	\$ 2,800.00		
	Three-Year Extended Warranty Renewal				
	Three-Year Extended Warranty Renewal- 3xx/4xx models - Single-Appliance Pak	NBSP3141	\$ 540.00		
	Three-Year Extended Warranty Renewal- 3xx/4xx models - Five-Appliance Pak	NBSP3142	\$ 2,500.00		
	Three-Year Extended Warranty Renewal- 500 models - Single-Appliance Pak	NBSP3241	\$ 740.00		
	Three-Year Extended Warranty Renewal- 500 models - Five-Appliance Pak	NBSP3242	\$ 3,500.00		
	Three-Year Extended Warranty Renewal- NetBotz Central Standard	NBSP3361	\$ 3,600.00		
	Three-Year Extended Warranty Renewal- NetBotz Central Enterprise <u>OR</u> NBC Std w/Remote Database	NBSP3362	\$ 6,700.00		